

The Norfolk & Dedham Mutual Fire Insurance Company®

MASSACHUSETTS ENDORSEMENT – ND-0001-S

PersonalPak™ Auto

With respect to the additional coverages provided by this endorsement, the terms of the policy apply unless modified below.

These additional coverages apply only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to **your auto**.

1. Accidental Discharge of Airbag Coverage

A. Airbag Coverage

We will pay the cost to repair or restore a safety airbag in **your auto** which has accidentally discharged. No deductible applies to this Airbag Coverage.

B. Conditions

If **you** are entitled by other insurance or warranty for the cost to repair or restore the airbag, **we** will pay only the cost not covered by the other insurance or warranty.

2. Auto Loan/Lease Coverage

A. Definitions

For the purpose of this coverage the following definition is added to the Definitions of your policy:

“**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. Auto Loan/Lease Coverage

The Auto Loan/Lease coverage applies if a covered, **total loss** occurs to **your auto** and:

- (1) The auto is a private passenger, pick-up or van, as defined in Rule 27, except that antiques, motor homes/camper bodies are not eligible.
- (2) The **total loss** occurred:
 - a. Within 36 months of the date you financed/leased **your auto**; and
 - b. The miles shown on the odometer at the time the **total loss** occurred was less than 45,000.

C. What **We** Pay

In the event of a covered **total loss** to which this endorsement applies, **we** will pay any unpaid amount due on the auto loan or lease up to the limit stated in (4) D below for the auto, *less*:

- (1) Any amount paid for the loss under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (2) The amount of the applicable deductible subtracted from the loss paid under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (3) Any:
 - a. Overdue loan or lease payments at the time of the loss;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not refunded by a lessor;
- d. Costs for Extended Warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

(4) Condition

If you are entitled to other insurance for this coverage, **we** will pay only the cost in excess of the other insurance, subject to the limitations listed above.

D. The Most **We** Will Pay

The most we will pay under this additional coverage part is limited to \$5,000 greater than the Actual Cash Value of the covered auto.

3. Excellent Driver Reward

A. Conditions

This applies if a covered **loss** occurs to **your auto** and:

- (1) The operator at the time of the loss was licensed at least 6 years and has an Operator SDIP Rating of 99, 98, or 00; and
- (2) Is a listed operator on your policy; and
- (3) The Deductible Reduction coverage has not been provided during the current policy term.

B. Deductible Reduction coverage

Under Part 7, Collision or Part 9, Comprehensive, the following is added to the deductible provisions:

In the event of a covered loss the deductible amount shown on the Coverage Selection Page will be reduced by \$250.

4. New Car Protection

A. Definitions

For the purpose of this coverage the following definitions are added to the Definitions of your policy:

- (1) “**New**” does not mean
 - a. Previously titled under the motor vehicle laws of any state.
 - b. Substitute or non-owned vehicle.
 - c. Leased vehicle.
 - d. Motorcycle, motor home/camper body or trailer.
- (2) “**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Protection

The New Car Protection amends the amount we pay under Part 7, Collision coverage or Part 9, Comprehensive coverage if a covered **total loss** occurs to **your auto** and:

- (1) **Your auto** is **new**; and
- (2) The **total loss** occurred:

- a. Within 12 months of the date you purchased **your auto**; and
- b. The miles shown on the odometer at the time the **total loss** occurred was less than 15,000.

C. What We Pay

We will pay, less the applicable deductible:

- (1) The cost in cash for **you** to obtain a **new auto**. The **new auto** will be the same year, make, model and optional equipment installed at the date **you** purchased **your auto**.
- (2) If such an auto is unavailable, **we** will pay the cost in cash for **you** to obtain an available auto which will be similar in class and body type to the year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

D. Condition

The most **we** will pay under this additional coverage is the lesser of the amount **you** paid for **your auto plus any rebate and/or trade-in value**, or the Manufacturers Suggested Retail Price (MSRP) of the vehicle of the same year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

5. Pet Injury Coverage

We will pay, regardless of the number of pets involved:

- A. Up to \$500. for reasonable and customary costs actually incurred by **you** within 96 hours for veterinary fees arising out of a collision; and
- B. Up to \$1,000. of the amount you have actually incurred to replace your pet if it dies in the collision.

Coverage only applies if your pet is inside the covered auto or non-owned auto at the time of the collision.

Pet is defined as a cat or dog. However, this coverage does not apply to the following dog breeds, or any mixed breed dogs containing any part of a breed, listed below:

- | | | |
|----------------------|------------------------------|----------------|
| 1. Akita | 4. German Shepherd | 7. Rottweiler |
| 2. Chow Chow | 5. Perro de Presa Canario | 8. Shibu Inu |
| 3. Doberman Pinscher | 6. Pit Bull or Pit Bull Type | 9. Wolf Hybrid |

If **you** have a claim which provides coverage under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection, the most **we** will pay is the greater amount of either: 2. Auto Loan/Lease Coverage or 4. New Car Protection but in no circumstance will **we** make payments under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection.

6. Actual Cash Value

We shall determine the auto's Actual Cash Value as stated in Massachusetts Mandatory Endorsement – M-0099-S.

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RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the rate to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

RULE 32. NON-SYMBOLIC PICK-UPS, VANS AND SIMILAR TYPE VEHICLES

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

RULE 33. TOWING AND LABOR

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only for which a premium is shown for Parts 7,8 or 9 on the declarations page..

Refer to the Miscellaneous Rating Factors page for limits and premiums charged per vehicle per year.

Charge applicable regardless of the term of the policy or endorsement.

RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

The Merit Rating Plan does not apply to equipment described in this rule. Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

RULE 35. PersonalPak™ Auto

Coverage:

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with an merit rating of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shiba Inu and Wolf Hybrid

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Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
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The Norfolk & Dedham Mutual Fire Insurance Company®

MASSACHUSETTS ENDORSEMENT – ND-0001-S

DrivePak PersonalPak™ Auto®

With respect to the additional coverages provided by this endorsement, the terms of the policy apply unless modified below.

These additional coverages apply only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to **your auto**.

1. Accidental Discharge of Airbag Coverage

A. Airbag Coverage

We will pay the cost to repair or restore a safety airbag in **your auto** which has accidentally discharged. No deductible applies to this Airbag Coverage.

B. Conditions

If **you** are entitled by other insurance or warranty for the cost to repair or restore the airbag, **we** will pay only the cost not covered by the other insurance or warranty.

2. Auto Loan/Lease Coverage

A. Definitions

For the purpose of this coverage the following definition is added to the Definitions of your policy:

“**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. Auto Loan/Lease Coverage

The Auto Loan/Lease coverage applies if a covered, **total loss** occurs to **your auto** and:

- (1) The auto is a private passenger, pick-up or van, as defined in Rule 27, except that antiques, motor homes/camper bodies are not eligible.
- (2) The **total loss** occurred:
 - a. Within 36 months of the date you financed/leased **your auto**; and
 - b. The miles shown on the odometer at the time the **total loss** occurred was less than 45,000.

C. What **We** Pay

In the event of a covered **total loss** to which this endorsement applies, **we** will pay any unpaid amount due on the auto loan or lease up to the limit stated in (4) D below for the auto, *less*:

- (1) Any amount paid for the loss under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (2) The amount of the applicable deductible subtracted from the loss paid under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (3) Any:
 - a. Overdue loan or lease payments at the time of the loss;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not refunded by a lessor;
- d. Costs for Extended Warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

(4) Condition

If you are entitled to other insurance for this coverage, **we** will pay only the cost in excess of the other insurance, subject to the limitations listed above.

D. The Most **We** Will Pay

The most we will pay under this additional coverage part is limited to \$5,000 greater than the Actual Cash Value of the covered auto.

3. Excellent Driver Reward

A. Conditions

This applies if a covered **loss** occurs to **your auto** and:

- (1) The operator at the time of the loss was licensed at least 6 years and has an Operator SDIP Rating of 99, 98, or 00; and
- (2) Is a listed operator on your policy; and
- (3) The Deductible Reduction coverage has not been provided during the current policy term.

B. Deductible Reduction coverage

Under Part 7, Collision or Part 9, Comprehensive, the following is added to the deductible provisions:

In the event of a covered loss the deductible amount shown on the Coverage Selection Page will be reduced by \$250.

4. New Car Protection

A. Definitions

For the purpose of this coverage the following definitions are added to the Definitions of your policy:

- (1) “**New**” does not mean
 - a. Previously titled under the motor vehicle laws of any state.
 - b. Substitute or non-owned vehicle.
 - c. Leased vehicle.
 - d. Motorcycle, motor home/camper body or trailer.
- (2) “**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Protection

The New Car Protection amends the amount we pay under Part 7, Collision coverage or Part 9, Comprehensive coverage if a covered **total loss** occurs to **your auto** and:

- (1) **Your auto** is **new**; and
- (2) The **total loss** occurred:

- a. Within 12 months of the date you purchased **your auto**; and
- b. The miles shown on the odometer at the time the **total loss** occurred was less than 15,000.

C. What **We** Pay

We will pay, less the applicable deductible:

- (1) The cost in cash for **you** to obtain a **new** auto. The **new** auto will be the same year, make, model and optional equipment installed at the date **you** purchased **your auto**.
- (2) If such an auto is unavailable, **we** will pay the cost in cash for **you** to obtain an available auto which will be similar in class and body type to the year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

D. Condition

The most **we** will pay under this additional coverage is the lesser of the amount **you** paid for **your auto plus any rebate and/or trade-in value**, or the Manufacturers Suggested Retail Price (MSRP) of the vehicle of the same year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

5. Pet Injury Coverage

We will pay, regardless of the number of pets involved:

- A. Up to \$500. for reasonable and customary costs actually incurred by **you** within 96 hours for veterinary fees arising out of a collision; and
- B. Up to \$1,000. of the amount you have actually incurred to replace your pet if it dies in the collision.

Coverage only applies if your pet is inside the covered auto or non-owned auto at the time of the collision.

Pet is defined as a cat or dog. However, this coverage does not apply to the following dog breeds, or any mixed breed dogs containing any part of a breed, listed below:

- | | | |
|-----------------------------|-------------------------------------|-----------------------|
| <u>1. Akita</u> | <u>4. German Shepherd</u> | <u>7. Rottweiler</u> |
| <u>2. Chow Chow</u> | <u>5. Perro de Presa Canario</u> | <u>8. Shibu Inu</u> |
| <u>3. Doberman Pinscher</u> | <u>6. Pit Bull or Pit Bull Type</u> | <u>9. Wolf Hybrid</u> |

- 1.— Akita
- 2.— Chow chow
- 3.— Doberman pinscher
- 4.— German Shepherd
- 5.— Perro de Presa Canario
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If **you** have a claim which provides coverage under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection, the most **we** will pay is the greater amount of either: 2. Auto Loan/Lease Coverage or 4. New Car Protection but in no circumstance will **we** make payments under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection.

6. Actual Cash Value

We shall determine the auto's Actual Cash Value as stated in Massachusetts Mandatory Endorsement – M-0099-S.

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If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the rate to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

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Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

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The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only for which a premium is shown for Parts 7,8 or 9 on the declarations page..

Refer to the Miscellaneous Rating Factors page for limits and premiums charged per vehicle per year.

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This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

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TITLE - ENDORSEMENTS

FORM NO.

Agreed Amount – Comprehensive	MPY-0034-S (Ed. 04-08)
Antique Auto	M-0047-S (Ed. 04-08)
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Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
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RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the rate to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

RULE 32. NON-SYMBOLIC PICK-UPS, VANS AND SIMILAR TYPE VEHICLES

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

RULE 33. TOWING AND LABOR

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only for which a premium is shown for Parts 7,8 or 9 on the declarations page..

Refer to the Miscellaneous Rating Factors page for limits and premiums charged per vehicle per year.

Charge applicable regardless of the term of the policy or endorsement.

RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

The Merit Rating Plan does not apply to equipment described in this rule. Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

RULE 35. PersonalPak™ Auto

Coverage:

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with an merit rating of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shiba Inu and Wolf Hybrid

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The Norfolk & Dedham Mutual Fire Insurance Company®

MASSACHUSETTS ENDORSEMENT – ND-0001-S

PersonalPak™ Auto

With respect to the additional coverages provided by this endorsement, the terms of the policy apply unless modified below.

These additional coverages apply only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to **your auto**.

1. Accidental Discharge of Airbag Coverage

A. Airbag Coverage

We will pay the cost to repair or restore a safety airbag in **your auto** which has accidentally discharged. No deductible applies to this Airbag Coverage.

B. Conditions

If **you** are entitled by other insurance or warranty for the cost to repair or restore the airbag, **we** will pay only the cost not covered by the other insurance or warranty.

2. Auto Loan/Lease Coverage

A. Definitions

For the purpose of this coverage the following definition is added to the Definitions of your policy:

“**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. Auto Loan/Lease Coverage

The Auto Loan/Lease coverage applies if a covered, **total loss** occurs to **your auto** and:

- (1) The auto is a private passenger, pick-up or van, as defined in Rule 27, except that antiques, motor homes/camper bodies are not eligible.
- (2) The **total loss** occurred:
 - a. Within 36 months of the date you financed/leased **your auto**; and
 - b. The miles shown on the odometer at the time the **total loss** occurred was less than 45,000.

C. What **We** Pay

In the event of a covered **total loss** to which this endorsement applies, **we** will pay any unpaid amount due on the auto loan or lease up to the limit stated in (4) D below for the auto, *less*:

- (1) Any amount paid for the loss under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (2) The amount of the applicable deductible subtracted from the loss paid under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (3) Any:
 - a. Overdue loan or lease payments at the time of the loss;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not refunded by a lessor;
- d. Costs for Extended Warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

(4) Condition

If you are entitled to other insurance for this coverage, **we** will pay only the cost in excess of the other insurance, subject to the limitations listed above.

D. The Most **We** Will Pay

The most we will pay under this additional coverage part is limited to \$5,000 greater than the Actual Cash Value of the covered auto.

3. Excellent Driver Reward

A. Conditions

This applies if a covered **loss** occurs to **your auto** and:

- (1) The operator at the time of the loss was licensed at least 6 years and has an Operator SDIP Rating of 99, 98, or 00; and
- (2) Is a listed operator on your policy; and
- (3) The Deductible Reduction coverage has not been provided during the current policy term.

B. Deductible Reduction coverage

Under Part 7, Collision or Part 9, Comprehensive, the following is added to the deductible provisions:

In the event of a covered loss the deductible amount shown on the Coverage Selection Page will be reduced by \$250.

4. New Car Protection

A. Definitions

For the purpose of this coverage the following definitions are added to the Definitions of your policy:

- (1) “**New**” does not mean
 - a. Previously titled under the motor vehicle laws of any state.
 - b. Substitute or non-owned vehicle.
 - c. Leased vehicle.
 - d. Motorcycle, motor home/camper body or trailer.
- (2) “**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Protection

The New Car Protection amends the amount we pay under Part 7, Collision coverage or Part 9, Comprehensive coverage if a covered **total loss** occurs to **your auto** and:

- (1) **Your auto** is **new**; and
- (2) The **total loss** occurred:

- a. Within 12 months of the date you purchased **your auto**; and
- b. The miles shown on the odometer at the time the **total loss** occurred was less than 15,000.

C. What We Pay

We will pay, less the applicable deductible:

- (1) The cost in cash for **you** to obtain a **new auto**. The **new auto** will be the same year, make, model and optional equipment installed at the date **you** purchased **your auto**.
- (2) If such an auto is unavailable, **we** will pay the cost in cash for **you** to obtain an available auto which will be similar in class and body type to the year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

D. Condition

The most **we** will pay under this additional coverage is the lesser of the amount **you** paid for **your auto plus any rebate and/or trade-in value**, or the Manufacturers Suggested Retail Price (MSRP) of the vehicle of the same year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

5. Pet Injury Coverage

We will pay, regardless of the number of pets involved:

- A. Up to \$500. for reasonable and customary costs actually incurred by **you** within 96 hours for veterinary fees arising out of a collision; and
- B. Up to \$1,000. of the amount you have actually incurred to replace your pet if it dies in the collision.

Coverage only applies if your pet is inside the covered auto or non-owned auto at the time of the collision.

Pet is defined as a cat or dog. However, this coverage does not apply to the following dog breeds, or any mixed breed dogs containing any part of a breed, listed below:

- | | | |
|----------------------|------------------------------|----------------|
| 1. Akita | 4. German Shepherd | 7. Rottweiler |
| 2. Chow Chow | 5. Perro de Presa Canario | 8. Shibu Inu |
| 3. Doberman Pinscher | 6. Pit Bull or Pit Bull Type | 9. Wolf Hybrid |

If **you** have a claim which provides coverage under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection, the most **we** will pay is the greater amount of either: 2. Auto Loan/Lease Coverage or 4. New Car Protection but in no circumstance will **we** make payments under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection.

6. Actual Cash Value

We shall determine the auto's Actual Cash Value as stated in Massachusetts Mandatory Endorsement – M-0099-S.

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RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the rate to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

RULE 32. NON-SYMBOLIC PICK-UPS, VANS AND SIMILAR TYPE VEHICLES

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

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The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only for which a premium is shown for Parts 7,8 or 9 on the declarations page..

Refer to the Miscellaneous Rating Factors page for limits and premiums charged per vehicle per year.

Charge applicable regardless of the term of the policy or endorsement.

RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

The Merit Rating Plan does not apply to equipment described in this rule. Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

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Coverage:

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
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4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow, Cehow, Doberman, Pinscher, German Shepherd, Presa de Presa Canario, Pit Bill or Pit Bull Type, Rottweiler, Shibu Inu and Wolf Hybrid

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Annual Mileage Discount Form	2008 Ed.
Application for Benefits – Personal Injury Protection	
Massachusetts Motor Vehicle Liability Bond	
Notice of Cancellation of the Massachusetts Motor Vehicle Liability Policy	2009 Ed.
Notice of Non-Renewal of Your Massachusetts Automobile Insurance Policy	2009 Ed.

Notice of Transfer of Insurer

TITLE N&D®

FORM NO.

<u>Personal DrivePak™ Auto®</u>	ND-0001-S (Ed. 0411-09 <u>12</u>)
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The Norfolk & Dedham Mutual Fire Insurance Company®

MASSACHUSETTS ENDORSEMENT – ND-0001-S

DrivePakPersonalPak™ Auto®

With respect to the additional coverages provided by this endorsement, the terms of the policy apply unless modified below.

These additional coverages apply only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to **your auto**.

1. Accidental Discharge of Airbag Coverage

A. Airbag Coverage

We will pay the cost to repair or restore a safety airbag in **your auto** which has accidentally discharged. No deductible applies to this Airbag Coverage.

B. Conditions

If **you** are entitled by other insurance or warranty for the cost to repair or restore the airbag, **we** will pay only the cost not covered by the other insurance or warranty.

2. Auto Loan/Lease Coverage

A. Definitions

For the purpose of this coverage the following definition is added to the Definitions of your policy:

“**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. Auto Loan/Lease Coverage

The Auto Loan/Lease coverage applies if a covered, **total loss** occurs to **your auto** and:

- (1) The auto is a private passenger, pick-up or van, as defined in Rule 27, except that antiques, motor homes/camper bodies are not eligible.
- (2) The **total loss** occurred:
 - a. Within 36 months of the date you financed/leased **your auto**; and
 - b. The miles shown on the odometer at the time the **total loss** occurred was less than 45,000.

C. What **We** Pay

In the event of a covered **total loss** to which this endorsement applies, **we** will pay any unpaid amount due on the auto loan or lease up to the limit stated in (4) D below for the auto, *less*:

- (1) Any amount paid for the loss under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (2) The amount of the applicable deductible subtracted from the loss paid under Part 7, Collision or Part 9, Comprehensive of the policy; and
- (3) Any:
 - a. Overdue loan or lease payments at the time of the loss;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not refunded by a lessor;
- d. Costs for Extended Warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

(4) Condition

If you are entitled to other insurance for this coverage, **we** will pay only the cost in excess of the other insurance, subject to the limitations listed above.

D. The Most **We** Will Pay

The most we will pay under this additional coverage part is limited to \$5,000 greater than the Actual Cash Value of the covered auto.

3. Excellent Driver Reward

A. Conditions

This applies if a covered **loss** occurs to **your auto** and:

- (1) The operator at the time of the loss was licensed at least 6 years and has an Operator SDIP Rating of 99, 98, or 00; and
- (2) Is a listed operator on your policy; and
- (3) The Deductible Reduction coverage has not been provided during the current policy term.

B. Deductible Reduction coverage

Under Part 7, Collision or Part 9, Comprehensive, the following is added to the deductible provisions:

In the event of a covered loss the deductible amount shown on the Coverage Selection Page will be reduced by \$250.

4. New Car Protection

A. Definitions

For the purpose of this coverage the following definitions are added to the Definitions of your policy:

- (1) “**New**” does not mean
 - a. Previously titled under the motor vehicle laws of any state.
 - b. Substitute or non-owned vehicle.
 - c. Leased vehicle.
 - d. Motorcycle, motor home/camper body or trailer.
- (2) “**Total loss**” means a loss in which **we** have determined the cost to replace or repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Protection

The New Car Protection amends the amount we pay under Part 7, Collision coverage or Part 9, Comprehensive coverage if a covered **total loss** occurs to **your auto** and:

- (1) **Your auto** is **new**; and
- (2) The **total loss** occurred:

- a. Within 12 months of the date you purchased **your auto**; and
- b. The miles shown on the odometer at the time the **total loss** occurred was less than 15,000.

C. What **We** Pay

We will pay, less the applicable deductible:

- (1) The cost in cash for **you** to obtain a **new** auto. The **new** auto will be the same year, make, model and optional equipment installed at the date **you** purchased **your auto**.
- (2) If such an auto is unavailable, **we** will pay the cost in cash for **you** to obtain an available auto which will be similar in class and body type to the year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

D. Condition

The most **we** will pay under this additional coverage is the lesser of the amount **you** paid for **your auto** *plus any rebate and/or trade-in value*, or the Manufacturers Suggested Retail Price (MSRP) of the vehicle of the same year, make, model, and optional equipment installed at the date **you** purchased **your auto**.

5. Pet Injury Coverage

We will pay, regardless of the number of pets involved:

- A. Up to \$500. for reasonable and customary costs actually incurred by **you** within 96 hours for veterinary fees arising out of a collision; and
- B. Up to \$1,000. of the amount you have actually incurred to replace your pet if it dies in the collision.

Coverage only applies if your pet is inside the covered auto or non-owned auto at the time of the collision.

Pet is defined as a cat or dog. However, this coverage does not apply to the following dog breeds, or any mixed breed dogs containing any part of a breed, listed below:

- | | | |
|-----------------------------|-------------------------------------|-----------------------|
| <u>1. Akita</u> | <u>4. German Shepherd</u> | <u>7. Rottweiler</u> |
| <u>2. Chow Chow</u> | <u>5. Perro de Presa Canario</u> | <u>8. Shibu Inu</u> |
| <u>3. Doberman Pinscher</u> | <u>6. Pit Bull or Pit Bull Type</u> | <u>9. Wolf Hybrid</u> |

- 1.— Akita
- 2.— Chow chow
- 3.— Doberman pinscher
- 4.— German Shepherd
- 5.— Perro de Presa Canario
- 6.— Pit Bull or Pit Bull Type
- 7.— Rottweiler
- 8.— Shibu Inu
- 9.— Wolf Hybrid

If **you** have a claim which provides coverage under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection, the most **we** will pay is the greater amount of either: 2. Auto Loan/Lease Coverage or 4. New Car Protection but in no circumstance will **we** make payments under both: 2. Auto Loan/Lease Coverage and 4. New Car Protection.

6. Actual Cash Value

We shall determine the auto's Actual Cash Value as stated in Massachusetts Mandatory Endorsement – M-0099-S.